

DOES
NOT CIRCULATE

A G R E E M E N T

Between

CAMDEN BOARD OF EDUCATION

and

C E A CLERKS AND SECRETARIES

1975-1976
1976-1977

LIBRARY
Institute of Management and
Labor Relations

NOV 16 1977

RUTGERS UNIVERSITY

ARTICLE I
RECOGNITION

A. Unit - Clerks and Secretaries:

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all personnel whether under contract, on leave, on a per diem basis, employed by the Board, but excluding: Janitors, Matrons, Maintenance, Supply, Mechanics, Truck Drivers, Laborers.

B. Definition of Employee:

Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to male employees shall include female employees.

ARTICLE II
NEGOTIATION PROCEDURE

A. In accordance with the provisions of Chapter 303, Public Laws of 1968, the parties agree to commence collective negotiations on a successor agreement not later than December 31st of the calendar year preceding the calendar year in which this Agreement expires.

B. Upon written reasonable request by the Representative of C.E.A., the Board agrees to make known to the representative when and where the Association may obtain documents that the Board is required by law to release.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

D. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

Article II continued:

E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definition:

A "Grievance" shall mean a complaint by an employee or the Association that there has been to him a personal loss, injury or inconvenience because of a violation, misinterpretation of this Agreement. A grievance to be considered under this procedure must be initiated in writing by the employee of the Association within thirty (30) calendar days from the time when the employee or the Association knew or should know of its occurrence.

B. Procedure:

1. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee or the Association to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified limits shall be deemed to be acceptance of the decision rendered at that step.

(b) It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board-until such grievance and any effect thereof shall have been fully determined.

Article III continued:

2. Any employee who has a grievance shall discuss it first with his immediate superior in an attempt to resolve the matter informally at that level.

3. If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) work days, the employee or the Association shall initiate a grievance in writing to the Immediate Supervisor specifying:

- (a) the nature of the grievance;
- (b) the nature and extent of the injury, loss or inconvenience;
- (c) The results of previous discussion;
- (d) His dissatisfaction with decisions previously rendered.

The Immediate Supervisor shall communicate his decision to the employee in writing within three (3) work days of receipt of the written grievance.

4. The employee or the Association, no later than five (5) work days after receipt of the Immediate Supervisor's decision, may appeal the Immediate Supervisor's decision to the Superintendent, Business Administrator or Board Secretary. The appeal to the Superintendent, Business Administrator or Board Secretary must be made in writing reciting the matter submitted to the Immediate Supervisor as specified above and his

Article III continued:

or her dissatisfaction with decisions previously rendered. The Superintendent, Business Administrator or Board Secretary shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) work days. The Superintendent, Business Administrator or Board Secretary shall communicate his decision in writing to the employee and the Immediate Supervisor.

5. If the grievance is not resolved to the grievant's or Association's satisfaction, he no later than five (5) days after receipt of the Superintendent's, Business Administrator's or Board Secretary's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent, Business Administrator or Board Secretary who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee grievant and render a decision in writing and forward copies thereof to the grievant and to the Association within forty five (45) calendar days of receipt of the appeal. The referred to hearing, if granted shall be held within a reasonably expeditious time after receipt

Article III continued:

of the appeal notice. The Board of Education shall not be required to give reasons for its decision. Decisions of the Superintendent, Business Administrator and Board Secretary in the following matters shall be final and such decisions shall not be subject to appeal to the Board:

- (a) any matter for which a method of review is prescribed by law, or;
- (b) Any rule or regulation of the State Commissioner of Education; or
- (c) By-Laws of the Board of Education; or
- (d) Any matter which according to law is either beyond the scope of Board authority or limited to action by the Board alone.

6. If the decision of the Board does not resolve the grievance to the satisfaction of the employee and Association agrees to seek review by a third neutral party, the Association shall so notify the Board through the Superintendent's, Business Administrator's or Board Secretary's Office within ten (10) work days of receipt of the Board's decision.

7. (a) The following procedure will be used to secure the services of an arbitrator:

1. A joint request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the

Article III continued:

dispute in question.

2. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.

3. If the parties are unable to determine, within ten (10) work days of the initial request for arbitration a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

(b) The arbitrator shall limit himself to the issue submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be binding on the parties. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.

Article III continued:

C. Rights of Employees to Representation:

(1) Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association.

(2) When an employee is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the Superintendent, Business Administrator or Board Secretary or any lower level, be notified that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.

(3) The Board and Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his appeal with respect to his personal grievances.

D. Costs:

(1) Each party will bear the total cost incurred by themselves.

(2) The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.

ARTICLE IV
EMPLOYEE RIGHTS

A. No employee shall be disciplined, reprimanded, or reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof shall be subject to the grievance procedure herein set forth.

B. Whenever any employee is required to appear before the Board or any committee thereof concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or the salary or any increments pertaining thereto, then he shall be give prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

C. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

D. A joint study committee shall be established by the Board of Education and the Association to

Article IV continued:

review assignments of secretaries and clerks involving groups of students whereby the secretary or clerk is subjected to verbal or physical abuse. The Board and the Association shall appoint an equal number of persons to serve on this Committee, not to exceed four (4) from each side.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. Representatives of the Association may be permitted to transact official Association business on school property at reasonable times provided that permission has been granted by the Superintendent's, Business Administrator's or Board Secretary's Office in writing.

B. The Association and its representatives may have the right to use school buildings at reasonable hours for meetings provided permission has been granted by the School Business Administrator's Office in writing.

C. The Association shall have use of a bulletin board in each office in each building. Copies of all materials to be posted on such bulletin boards shall be given to the building principal and Superintendent, Business Administrator and Board Secretary.

D. The Association may use the school mail boxes in a reasonable manner with the permission of the building principal.

E. Material addressed to building representatives received in the building will be placed in their mailboxes.

Article V continued:

F. The President of the Association shall enjoy freedom to enter and leave his assigned building and other buildings at reasonable times when school is in session and he is not otherwise assigned, provided he notifies his building principal or supervisor, and if he secures permission to enter any other school building or buildings from the building principal or supervisor of that building.

ARTICLE VI

SICK LEAVE

A. The Board hereby agrees to continue its practices with respect to the number of sick leave days permitted the employees each school year, and further, the Board agrees to continue its practice with respect to the employee's rights to accumulate sick leave days from year to year.

B. Absence Regulations Governing all Employees

1. In Cases of Absence for Personal Illness:

Any employee who is ill and cannot report to his assigned duties, shall report the illness to the Office of his Immediate Supervisor and the Superintendent, School Business Administrator or Board Secretary before the start of the regular work day.

2. Requirements After Five Days' Absence:

When an employee is absent beyond five school days because of illness he shall:

(a) File a doctor's certificate stating the nature of the illness with the Superintendent's, School Business Administrator's or Board Secretary's Office.

Article VI continued:

(b) Submit a written request for leave of absence to the Superintendent's, School Business Administrator's or Board Secretary's Office; stating the length of sick leave required.

3. Leave of Absence:

Leaves of absence shall be recommended by the Superintendent, School Business Administrator or Board Secretary and approved by the Board of Education. Leaves shall be granted for a period of up to three (3) months. If any employee is compelled to be absent more than three (3) months, the leave may be extended, upon receipt of such a request in writing also a doctor's certificate stating the need for an extended sick leave.

Leaves of absence shall not be extended beyond the close of the current school year, except in very unusual cases, or in the case of a female employee who is out on maternity leave of absence.

Before returning to his position, an employee shall communicate with the Immediate Supervisor's Office, and he shall file another doctor's certificate with the Superintendent, School Business Administrator or Board Secretary stating that he is able to resume his regular

Article VI continued:

duties. The Superintendent, School Business Administrator or Board Secretary may require additional medical examination to determine capacity to perform assigned duties, and require the employee to report to the Chief Medical Inspection Office for an examination.

The Superintendent, School Business Administrator or Board Secretary may require a doctor's certificate for one day's absence, when it is deemed necessary. When this is required, the doctor's certificate shall state the nature of the illness and that the employee was unable to carry out his assigned duties on that day.

C. Sick Leave Policy:

Effective July 1, 1959, all persons holding any office, position, or employment in the school district who are steadily employed by the Board of Education shall be allowed sick leave with full pay for a period of fifteen (15) school days in any school year. If any person requires in the school year less than fifteen (15) school days of sick leave all of such leave not utilized shall be accumulative.

Article VI continued:

D. New Employees

An employee appointed subsequent after July first of the school year, based upon the date of appointment, shall be allowed sick leave and accumulated sick leave in proportion to the number of months remaining in that school year.

ARTICLE VII

TEMPORARY LEAVES OF ABSENCE

A. For the duration of this Agreement, the Board hereby agrees to continue its practices with respect to the temporary leaves of absences that are permitted the employees in the recognized bargaining unit. All procedures and regulations for the utilization of such days are also continued in full force and effect.

B. All employees shall be entitled to two (2) non-accumulative personal leave days without refund, within each school year, provided that a formal request is initiated stating the reasons therefor. Said request shall be approved by the Superintendent, School Business Administrator or Board Secretary and shall have been submitted at least five (5) school days prior to the date requested, except in extreme emergency. A copy of such request shall be filed with the immediate superior (supervisor or principal) at the same time it is forwarded to the Superintendent, School Business Administrator or Board Secretary. Except in emergency, personal leave shall not be granted at the beginning or at the end of the school year, or immediately prior to or after any scheduled vacation period or school holiday.

Article VII continued:

C. In case of absence on account of death of husband, wife, mother or father, son or daughter, brother or sister, full salary shall be paid for a period of up to five (5) consecutive weekdays, except Saturday. This provision will also apply in case of death of another member of the immediate household of the employee.

Upon presentation of proof of guardianship concerning legal guardian (mother or father), the above shall apply.

D. In case of absence on account of death of father-in-law or mother-in-law full salary shall be paid for a period of up to three (3) consecutive weekdays except Saturday.

E. One day's absence without loss of pay shall be allowed to attend the funeral of grandparents, great-grandparents, aunt, uncle, niece, nephew, first cousin, or any in-law not covered by the preceding paragraphs.

F. Employees may be allowed to attend the funeral of a co-worker without loss of pay upon receiving such permission from the Superintendent, School Business Administrator or Board Secretary.

G. Employees whose son, daughter, husband or wife is receiving a college degree, may be allowed one day's

Article VII continued:

absence to attend the graduation exercises without loss of salary. Request for such permission must be made in writing to the Superintendent, School Business Administrator or Board Secretary.

H. All military service absence by employee of not more than ten (10) working days annually for temporary short-term military services shall be treated as "Absence with Permission" requiring no refund, and shall not be counted as part of vacation days. Absence in excess of ten (10) working days will require full refund.

I. For absence with permission to be married, all employees shall be granted leave of absence not to exceed one calendar week. Payroll deductions for this absence shall be in accordance with these regulations and with the rates set for other absences.

J. All requests for permission to be absent for reasons other than illness must be made in writing to the Superintendent, School Business Administrator or Board Secretary.

K. Up to three (3) days of leave per year without loss of pay shall be available to the Association for use by persons designated by the Association.

ARTICLE VIII

EXTENDED LEAVES OF ABSENCE

A. Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the Armed Forces of the United States for the period of said induction or initial enlistment.

B. Any secretary or clerk who becomes pregnant shall notify the principal and the Superintendent in writing, within three (3) months of the pregnancy. After the fifth month of the pregnancy, the employee shall furnish the Principal, Superintendent with a certificate from an obstetrician or gynecologist stating that she is physically capable of performing the duties of her position.

A finding by the principal that the employee's pregnancy interferes with the performance of her duties shall be documented in writing and referred to the Board. The Board shall review such documentation and make a determination as to the ability of the employee to continue.

After childbirth the employee may return to work when her obstetrician or gynecologist submits a report stating that she is medically fit to perform

Article VIII continued:

all duties. A finding by the principal that the effect of the employee's condition after pregnancy interferes with the performance of her duties shall be documented in writing and referred to the Board. The Board shall review such documentation and make a determination as to the ability of the teacher to continue.

A maternity leave may be granted at anytime during pregnancy upon presentation of certification from an obstetrician or gynecologist stating that such maternity leave is vital to the employee's health.

Use of sick leave shall be as per law.

C. A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of an employees immediate family. Additional leave may be granted at the discretion of the Board.

D. The Board may grant a leave of absence without pay to any employee to serve in a full time public office.

E. Other leaves of absence without pay may be granted by the Board for good reason.

F. (1) Upon return from leave granted pursuant to Section A, of this Article, an employee shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent. An employee shall not receive increment credit

Article VIII continued:

for time spent on a leave granted pursuant to Section B, C, D, or E of this Article. Applications for leave are subject to the approval of the Superintendent, School Business Administrator or Board Secretary.

(2) All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return, and every effort shall be made to assign him to the same position which he held at the time said leave commenced, if available.

G. All extensions or renewals of leaves shall be applied for in writing. If the Board approves such application, the employee shall be notified in writing.

ARTICLE IX

INSURANCE PROTECTION

A. The Board will assume one hundred percent (100%) of the cost of employee's and the employee's dependent coverage, where appropriate, in the New Jersey School and State Employees Health Benefits Program. (Blue Cross and Blue Shield, Rider J and Major Medical Coverage).

B. The employee will become eligible for this coverage on the first of the month following the date of two (2) months continuous service with the Board of Education.

C. The Board of Education agrees to implement a prescription drug insurance program for employees and their dependents effective September 1, 1975. After consultation with the Association the Board of Education in its discretion selected this particular prescription drug program. For the period of September 1, 1975 to June 6, 1976, the Board of Education shall assume fifty (50%) percent of the individual and dependent coverage and the employee shall pay fifty (50%) percent. Effective July 1, 1976, the Board of Education shall assume one hundred (100%) percent of the individual and dependent coverage.

ARTICLE X
BOARD RIGHTS

A. The Association recognizes that the Board may not by agreement delegate authority and responsibility which by law are imposed upon and lodged with the Board.

B. It is understood by all parties that, under the rulings of the courts of New Jersey and State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law.

C. The Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations (a) to direct employees of the School District (b) to hire, promote, transfer, assign, and retain employees in positions within the school district, and suspend, demote, discharge, or take other disciplinary action against employees, (c) to relieve employees from duties because of lack of work, or other legitimate reasons, (d) to maintain the efficiency of the school district operations entrusted to them (e) to determine the methods, means and personnel by which such operations are to be con-

Article X continued:

ducted, and (f) to take whatever other actions may be necessary to carry out the mission of the school district in any situation.

ARTICLE XI
DUES DEDUCTION

A. The Board agrees to deduct the dues of the Association in accordance with the provisions of Statute and the appropriate rules and regulations, upon proper notification by the Association to the Secretary of the Board.

B. The Association agrees to save the Board harmless from any action by the Association regarding funds involved in the implementation of this Article after those funds have been transmitted to the representative designated by the Association.

C. The Board agrees to deduct appropriate amounts authorized by office employees who wish to participate in the tax sheltered annuity program sponsored by the Kemper Insurance Company.

ARTICLE XII

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notification of Vacancies:

(1) No later than thirty (30) days of each school year, the Superintendent, School Business Administrator or Board Secretary shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the following school year.

(2) Filing Requests

Employees who desire to transfer to another building may file a written statement of such desire with the Department Heads. Such statement shall include the school or office to which he desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted no later than June thirtieth.

B. Criteria for Assignments:

In the determination of requests for voluntary reassignments and/or transfer, the wishes of the individual employee shall be honored to the extent that the transfer does not conflict with the best interests of the school system. No such request shall be denied arbitrarily,

Article XII continued:

capriciously, or without basis in fact. If an employee's request for transfer has been denied, a renewed or subsequent request made in the following school year shall be granted under the conditions described above, unless there is no available position to which the employee can be transferred or an adequate replacement for the employee cannot be obtained.

ARTICLE XIII

ACCREDITED EVENING HIGH SCHOOL-SUMMER SCHOOL AND FEDERAL PROGRAMS

A. Posting:

All openings for positions in the accredited evening high school, summer school, federal projects, and other programs shall be publicized by the Department Heads in accordance with the procedure for publicizing promotional vacancies.

B. Criteria:

In filling such positions, consideration shall be given to an employee's area of competence, attendance record, and length of service in the Camden City School District.

ARTICLE XIV

SENIORITY

A. "Seniority" for the purpose of this Article shall be based upon an employee's continuous length of service with the Board of Education of the City of Camden.

B. All employees shall be considered as probationary employees for the first ninety (90) days of their employment. Probationary employees may be disciplined or terminated at any time during their probationary period at the sole discretion of the Board, without recourse to the provisions of the grievance procedure of this Agreement.

Upon completion of such probationary period, their seniority will be dated as of the date of commencement of their employment.

C. The Superintendent, Business Administrator or Board Secretary shall notify the Association of any employee whose first ninety (90) days of employment has been extended at the discretion of the Board, all conditions of employment as outlined in Section B shall be enforced.

ARTICLE XV

VACATIONS

A. Employees shall be entitled to paid vacations in accordance with the following schedule:

0 to 12 months	½ day for each month of service
1 to 9 years	10 working days
9 years and 1 day to 15 yrs.	15 working days
15 years and one day to 20 years or more	20 working days

B. The parties agree that the administration shall have full power to assign and designate a vacation schedule. Where appropriate seniority shall be considered in establishment of a vacation schedule where so required.

C. All existing Board practices and procedures with respect to the establishment of the number of days that an individual is entitled to in accordance with his anniversary date of employment shall continue to determine the eligibility of an employee under Section "A" of this Article.

Concerning Board practices and procedures with respect to the establishment of the number of days that

Article XV continued:

individual is entitled to in accordance with his anniversary date of employment, shall further be defined that the extra week of vacation shall be due the individual after his anniversary date of employment.

D. If the employee is entitled to fifteen (15) working days or more of vacation only two (2) weeks may run consecutively. No vacations shall be granted after May 31st of the current year.

E. Vacation time off shall be taken in units of full weeks, except that those employees entitled to more than two (2) weeks vacation may schedule one (1) week of vacation in days provided one (1) week notice is given to the Department Heads.

F. Vacation days are not accumulative.

G. Clerks employed on a ten (10) month basis shall be excused on all days that schools are officially closed by the Board of Education (other than legal holidays). These days are granted in lieu of vacation period.

ARTICLE XVI

WORK YEAR

A. The work year of employees shall be as follows:

(1) All ten (10) month contractual employees work year shall commence September 1, 1975 to June 30, 1976 and September 1, 1976 to June 30, 1977.

(2) All twelve (12) month contractual employees work year shall commence July 1, 1975 to June 30, 1976 and July 1, 1976 to June 30, 1977.

B. Building based secretaries and clerks who are not assigned to the central offices shall not be required to report to work when their respective schools are closed.

ARTICLE XVII

DAILY WORK HOURS

A. September 1 - June 30

Elementary 8:00 to 4:00

Secondary 8:00 to 4:00

Administrative 8:30 to 4:30

B. Summer Work Hours

(1) From July 1 to September 1

(2) All Secretaries and Clerks

a. Schools 8:00 to 3:30

b. Administrative 8:30 to 4:00

Including forty five (45) minute uninterrupted lunch hour.

ARTICLE XVIII

WAGES

A. The wages for the various categories shall be set and paid in accordance with the Schedule attached hereto and marked Exhibit "A".

The increment provided for in Exhibit "A" shall not bring the employee above the next step in the wage schedule.

B. Personnel shall render more than five months service in the particular school year in order to be entitled to an increment on July 1st for 12 month employees and September 1st for 10 month employees of the succeeding school year.

C. The Board agrees to pay time and half of the regular rate for all time worked as overtime that has been scheduled by the Immediate Supervisor, and approved by the Superintendent, School Business Administrator or Board Secretary.

D. Ten month employees who work one week prior to September 1, shall be paid on a pro rata salary based on their regular 10 month salary. Employees who work this week shall be on a voluntary basis.

ARTICLE XIX

PROMOTIONS

A. A notice of a vacancy in a promotional position shall be sent to each school thirty (30) days before the final date when applications must be submitted.

B. Employees who desire to apply for such vacancy shall submit their applications in writing to the Superintendent, School Business Administrator or Board Secretary within the time limit specified within the notice.

C. Whenever an employee is advanced to a higher classification he or she shall receive a promotional adjustment as set forth in salary policies for non-teaching personnel as follows:

(1) Advanced to classifications of Secretary to the Superintendent; Secretary to the Board Secretary; Secretary to the Business Administrator; Head Purchasing Clerk; Head Billing Clerk; Head Payroll Clerk; Administrative Secretary I; and School Secretary Principal I shall receive \$300 promotional adjustment.

(2) Advancement to all other classifications shall receive \$200 promotional adjustment.

Article XIX continued:

D. Employees promoted to a higher classification shall receive the above promotional increase or the minimum rate of the higher classification whichever is greater. The following year, the employee shall be placed on a step in the new classification. If an employee's salary is not a step in the guide the employee shall be adjusted to the next higher step if the salary paid is 50% or more of the amount off guide, if it is less than 50%, the employee shall be placed on the next lower step.

ARTICLE XX

MISCELLANEOUS PROVISIONS

A. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

(1) If by the Association, to Board at Room 503, City Hall, Camden, New Jersey 08101, Attention: Board Secretary.

(2) If by Board to Association at Northgate Apartments, Camden, New Jersey 08101.

B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Terminal Leave - All Secretaries and Clerks upon retirement shall be entitled to terminal leave/severance pay. The method of computing the amount of terminal leave/severance pay which is due an individual

Article XX continued:

employee shall be determined by multiplying the number of unused sick leave days by eight dollars (\$8.00).

D. Employees shall be informed when any evaluative observation of which a record has been made is being conducted.

Employees shall have the right upon reasonable request to review the contents of their personnel file. If there is any material in the personnel file which the employee believes to be derogatory, the employee may submit a written answer to such material which shall be placed in the file.

E. The following requirements of law pertaining to reduction in force shall apply to all noncertificated employees of the district.

1. When reduction of force is necessary, there shall be no dismissal by reason of residence, age, sex, race, religion, or political affiliation.

2. Reduction in force must be on the basis of seniority (see GCLA). The employee or employees having the least number of years in service in the district shall be laid off first.

3. Employees dismissed due to reduction in force shall be placed on a preferred list for reemployment when vacancies occur.

4. Employees shall be reemployed in reverse order of lay-off.

5. An employee called back into service shall be given full recognition for previous years of service in the district.

F. Seniority shall be based upon an employee's continuous length of service with the Board of Education of the City of Camden.

All employees shall be considered as probationary employees for the first 90 days of their employment.

Upon completion of such probationary period, their seniority will be dated as of the date of commencement of their employment.

ARTICLE XXI

DURATION OF AGREEMENT

A. The provisions of this Agreement shall be effective July except as herein provided and shall continue and remain in full force and effect to and including June 30, 1977 when it shall expire unless an extension is agreed to by both parties and expressed in writing prior to such date.

B. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon. all on the dat and year first above written.

CAMDEN BOARD OF EDUCATION

BY James R. Gates
President

ATTEST:

Preston H. Gurney
Secretary

CAMDEN EDUCATION ASSOCIATION
CLERKS AND SECRETARIES

BY Shirley J. O'Brien
President of Association

ATTEST:

Choda Espinosa
Representative of Association